

**Agreement  
Between  
CITY OF CAPE MAY, NEW JERSEY  
and  
WHITE COLLAR CLERICAL  
EMPLOYEES**

**Represented by  
LOCAL 2327  
UNITED AUTO WORKERS  
AFL-CIO**

**January 1, 2009 through December 31, 2012**

# INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble .....	3
1	Recognition .....	3
2	Management Rights .....	3
3	Grievance Procedure .....	4
4	Seniority.....	5
5	Union Representation.....	6
6	Hours and Overtime.....	6
7	Holidays.....	8
8	Vacations .....	9
9	Health Benefits.....	11
10	Sick Leave Disability Leave and Bereavement Leave.....	12
11	Salaries & Compensation.....	15
12	Longevity.....	16
13	Shift Differential.....	17
14	Family Leave.....	17
15	Bulletin Board .....	17
16	Work Rules .....	17
17	No Strike Pledge.....	18
18	Non-Discrimination .....	18
19	Working Conditions.....	18
20	Fully Bargained Provisions.....	19
21	Stipends.....	19
	Appendix "A" .....	20
	Appendix "B".....	21
	Appendix "C".....	23

## **PREAMBLE**

**THIS AGREEMENT**, entered into this day 18<sup>th</sup> of May, 2010, by and between the City of Cape May, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "CITY", and Amalgamated Local 2327, United Auto Workers, AFL-CIO, hereinafter called "UNION" represents the complete and final understanding on all of the bargainable issues between the City and the Union.

## **ARTICLE 1 RECOGNITION**

In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated October 21, 1991 (Docket No. RO-92-20), the City recognizes the Union as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically the full-time, year-round white collar employees, all clerical employees, all public information assistants, and all office machine operators employed by the City of Cape May, but excluding all professional, and craft employees, police, seasonal employees, and supervisors within the meaning of the Act.

## **ARTICLE 2 MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties and responsibilities under R.S.40A:1-1 et seq. and R.S.11 or any other national, state, county or local laws or ordinances.

### ARTICLE 3 GRIEVANCE PROCEDURE

#### A. Purpose and Definition

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or shop steward who shall also be an employee, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond step 1 herein.

#### B. Steps of the Grievance Procedure

##### Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally as soon as possible after the event or incident. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor will consult with the department head or other City representative appointed by the chief executive of the City or a designated representative and shall render a decision promptly within five (5) working days after receipt of the grievance.

##### Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the chief executive of the City or a designated representative. Such action must be taken within ten (10) working weekdays following the determination by the supervisor.

(b) The chief executive of the City or a designated representative shall render a decision in writing, within five (5) working days from the receipt of the complaint.

### Step Three: Arbitration

(a) Either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) working days after the determination of the chief executive of the City or a designated representative. An arbitrator shall be selected under the rules of PERC.

(b) The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

(c) The costs for the services of the arbitrator shall be borne equally by the City and the Union. Any additional costs shall be paid by the party incurring same.

(d) The decision of the arbitrator pertaining to, and limited to, the interpretation of this Agreement shall be binding upon both parties.

(e) The Arbitrator's award shall be in writing specifying reasons for such decision.

### C. Union Representation in Grievance Procedure.

1. At the request of the aggrieved employee, the shop steward or local officer may participate in the grievance procedure at step one.

2. The business manager, the shop steward or local officer may participate in the grievance procedure at step two.

3. The business manager, shop steward, local officer, or international representative of the Union may participate in the grievance procedure at step three.

## ARTICLE 4 SENIORITY

A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the City.

B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the City from date of hire.

C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employee's certification by Civil Service as a City employee.

D. For purpose of layoff, seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a City employee.

E. The City shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the Civil Service examination as the criteria for promotion of employees

to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor.

F. The City shall mail or hand deliver to the Union business representative at his office address to be supplied to the City by the Union, copies of all job opportunity bulletins, Civil Service test notifications and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within seventy-two (72) hours of receipt of transmittal of same.

G. Seniority shall be considered along with the ability, experience, skills, and past performance with respect to work assignments and job opportunities.

## **ARTICLE 5 UNION REPRESENTATION**

A. Accredited representatives of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the City facilities or premises, it will request such permission from the chief executive of the City or a designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the City government or normal duties of the employees. There shall be no Union business transacted nor meetings held on City time or property.

B. Two (2) shop stewards, one of whom shall be a white collar-clerical member and the other of whom shall be a communications operator, may be appointed or elected by members of the Union to represent the Union in grievances and other business with the City. In addition, one local officer may be appointed or elected by the union to assist the shop stewards or represent any member of the Union when their shop steward is unavailable.

C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the City schedules a meeting or conference during working hours. Shop stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.

D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within seventy-two (72) hours thereafter provide the chief executive of the City or a designated representative a written statement of how much time was utilized for said duties.

E. The Union shall advise the chief executive of the City or a designated representative in writing of the names and titles of all Union representatives each January and within seven (7) days following each change.

## **ARTICLE 6 HOURS & OVERTIME**

A. The normal work schedule for employees covered by this Agreement shall be based on two thousand eighty (2,080) hours per year, representing forty (40) hour weeks of five (5) eight-hour days per week for each of fifty-two (52) weeks, less approved leave. The eight (8) hour days

shall include a lunch break, which shall not be counted as time worked unless the time is actually worked or unless the duration is less than thirty (30) minutes. This normal work schedule may be revised by the City, with the agreement of the Union and the employees involved, on a volunteer basis. The following specific work schedules are acknowledged and approved:

1. The normal work schedule of all Court employees shall be 8:00 a.m. to 4:00 p.m., including a one-hour lunch break each weekday, Monday through Friday, plus up to five (5) hours per week of additional work as may be needed to attend to the duties of the Court so that the total actual work time in any week shall be at least thirty-five (35) hours, but not more than forty (40) hours.

2. The normal work schedule of all other white collar clerical employees not specifically mentioned in paragraph (1) above shall ordinarily be from 8:30 a.m. to 4:30 p.m. including a one-hour lunch break each weekday, Monday through Friday, plus up to five (5) hours per week of additional work as may be needed to attend to the duties of the office to which the employee is assigned so that total actual work time in any week shall be at least thirty-five (35) hours, but not more than forty (40) hours.

B. All work performed in excess of forty (40) hours in any work week as specified in paragraphs (1) and (2) of 6.A. above shall be considered overtime and shall be paid at the rate of time and one-half (x1.5).

C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the City.

D. Recall to Duty. Employees called into work on their off-days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with section B above for all work performed under such circumstances, provided said recall duty is not contiguous with the employee's normal shift; however, the City shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time.

E. The City shall provide, semi-annually, a written statement to the Union listing for each employee the number of hours worked and the amount of overtime pay received during the period since the last statement.

F. No employee shall be required to work more than one double shift during any one forty-eight (48) hour period.

G. An employee shall be entitled to a 15 minute break at a reasonable time in the morning hours and a 15 minute break at a reasonable time in the afternoon.

H. An employee seniority list (made up of full time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The supervisor shall start at the top of the list asking each employee if he desires to work the overtime until all available positions are filled. At that point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and a copy thereof given to the Union.

I. The overtime provisions of this clause shall apply only to full-time permanent employees.

J. When City employees not covered by this Agreement are relieved of their duties due to emergency circumstances (such as snow or other storms), all employees covered by this Agreement who remain on duty shall be paid in accordance with Article 6.B above.

K. By mutual agreement between any employee and department head, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or City or both for work to be performed at times other than the regular schedule of work set forth in Article 6.A. above. Any such short term agreement for flexible hours that results in more or less work hours than those set forth in Article 6.A. above on any given day, work week, or pay period shall be made up during the same or next pay period so that the total number of hours worked shall be the same as set forth in Article 6.A. above. For example, the City may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time off on another day in the same or next pay period. Similarly, an employee may request a department head to permit hours off on one day by agreement to work the exact number of hours in addition to the regular work schedule on another day in the same or next pay period. Use of such flexible hours shall not result in additional pay or loss of pay to any employee, nor shall any leave balances be increased or reduced.

## **ARTICLE 7 HOLIDAYS**

A. The following holidays shall be recognized:

- |                          |                              |
|--------------------------|------------------------------|
| 1. New Year's Day        | 8. Columbus Day              |
| 2. Lincoln's Birthday    | 9. Veteran's Day             |
| 3. Washington's Birthday | 10. General Election Day     |
| 4. Good Friday           | 11. Thanksgiving Day         |
| 5. Memorial Day          | 12. Day After Thanksgiving   |
| 6. Independence Day      | 13. Christmas Day            |
| 7. Labor Day             | 14. Martin Luther King B'day |

B. All employees who are scheduled to work on the recognized holidays noted in this article shall be paid on the basis of time and one-half (x1.5) for actual hours worked on the holiday, plus straight time for the day.

C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.

D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.



E. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the fourteen (14) holidays listed in Section A of this Article shall, except in cases of emergency, be made at least five (5) working days in advance.

F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in 7.B. above. Employees shall be paid double time and one-half (x2.5) for all hours worked in excess of eight (8) hours on holidays recognized in 7.A. above.

## **ARTICLE 8 VACATIONS**

A. Annual vacation leave with pay shall be earned at the rate of eight (8) hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of ninety-six (96) hours (12 working days) of paid vacation during the first year of employment. For any employee hired after the fifteenth of the month no vacation will be earned until the first full month of employment.

1. In addition to paragraph "A" above, employees hired on a full time basis shall earn vacation leave as follows: second year of service through five years of service, ninety-six (96) hours (twelve (12) working days) per year; six years of service through twelve years of service one hundred twenty (120) hours (fifteen (15) working days) per year; thirteen years of service through nineteen years of service, one hundred sixty (160) hours (twenty (20) working days) per year, and at twenty years of service, two hundred (200) hours (twenty-five (25) working days) per year. See Vacation Leave Schedule below.

### **VACATION LEAVE SCHEDULE Annual Increments**

<b>Years of Service</b>	<b>Hours of Leave<sup>1</sup></b>	<b>Days of Leave</b>
1st	8 per month	1 per month
2nd	96	12
3rd	96	12
4th	96	12
5th	96	12
6th	120	15
7th	120	15
8th	120	15
9th	120	15
10th	120	15
11th	120	15
12th	120	15
13th	160	20
14th	160	20
15th	160	20

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<sup>1</sup> All hours and days of leave are annually except for the 1st year as indicated.

16th	160	20
17th	160	20
18th	160	20
19th	160	20
20th and over	200	25

2. For employees hired on or after January 1, 2010, the vacation hours and days for 20th year and over shall be one hundred seventy-six (176) hours and twenty-two (22) days.

3. Vacation leave will be credited to each employee on January 1st of each year regardless of the actual date of hire.

4. Vacation leave will be prorated and credited for the months of actual service during the last year of employment.

5. For the purpose of determining years of service the following formula will be used: Current year, minus year of hire, plus one.

6. For any employee hired after December 15th the formula will be: Current year, minus year of hire.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the chief executive of the City or a designated representative unless the chief executive of the City or a designated representative determines that it cannot be taken because of pressure of work. Vacation requests should be made as far in advance as possible, but they must be submitted to the employee's Department Head no later than forty-eight (48) hours in advance. Any unused vacation time may be carried forward into the next succeeding year only. Each employee shall take at least one (1) annual vacation of at least three (3) consecutive scheduled work days and/or holidays as set forth in Article 7 above. After said three (3) vacation days are taken or requested and approved, department heads are authorized, but not required, to approve advance employee requests for vacations of shorter duration, including vacation leaves in increments of no less than four hours. No more than six (6) four-hour vacation leaves may be granted in any given calendar year.

C. If a vacation request, submitted in writing by the employee on the form supplied by the City, is denied in writing by chief executive of the City or a designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.

D. Personal Days. All employees covered under this Agreement shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Full day (8 hour) personal days may be taken at the employee's convenience without advance approval. With advance approval of the employee's department head or chief executive of the City or a designated representative, half personal days (4 hours) may be taken.

## ARTICLE 9 HEALTH BENEFITS

A. The City shall continue to provide and maintain group health benefits coverage and dependent coverage for all permanent full time employees beginning on the first of the month following sixty days of employment, as presently offered through the New Jersey State Health Benefits Plan (SHBP).

B. The City shall have the right to change health benefits carriers so long as the change in carriers has no appreciable effect on the level of benefits.

C. The City shall provide disability leave protection after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to seventy (70%) percent of lost earnings up to the weekly benefit amount established by the State of New Jersey for twenty-six (26) weeks.

D. Upon retirement after 25 years of service to the City (or 27 years of service to the City for employees hired on or after January 1, 2010), the City will pay the entire cost of health benefit coverages available for retirees at the time of retirement to supplement Medicare or any other health benefits to which the retiring employee may be entitled for the lifetime of the retiring employee and the employee's spouse at the time of retirement. The health plan for retirees shall reflect a lifetime limit as provided for under the specific health plan selected by the retiree.

E. During the term of this Agreement, the City may offer alternative health plans to the Union other than those specified in Article 9.A. Subject to Article 9.B, the Union must approve any alternative health plan in writing before it will be available to all Union members on a uniform basis. Any agreement between the City and an employee regarding a Union approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

F. All employees will continue to have their existing health insurance plan paid by the City through the SHBP. For employees hired before January 1, 2010, employees will be permitted to retain the option presently chosen without any additional contribution. Employees hired on or after January 1, 2010 shall be permitted to accept the Direct 15 option with no additional contribution, but may be permitted to select an option other than Direct 15, provided that if there are additional costs they will be paid by the employee. Such additional costs may be reimbursed through the City's Flex Care Program. All plans provided by the City shall be without a prescription drug program, but will include prescription reimbursement under the plan's deductible and co-insurance limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered at no charge to the employees.

G. Employees who are entitled to and who elect to "cash out" their health insurance benefits will be given two options: (i) receive the lesser of Eight Thousand (\$8,000.00) Dollars or fifty (50%) percent of the Direct 15 premium, without prescription and without participation in the City's Flex Care Program; or (ii) receive the lesser of Five Thousand Seven Hundred (\$5,700.00) Dollars or fifty (50%) percent of the Direct 15 SHBP w/o Prescription and with participation in the City's Flex Care Program. Except for City employees who are married to each other prior to January 1, 2010, if both a husband and wife are City employees, only one of them will be offered a

health insurance plan and there will be no right for the other to "cash out". To the extent P.L. 2010, Ch. 2, supersedes the provisions of this Paragraph G, notwithstanding that the effective date of this Agreement is prior to May 21, 2010, the provisions of P.L. 2010, Ch. 2, shall supersede this section.

H. The City also provides a Flex Care Program, to those qualified employees. This program is shown in Appendix "A". Qualified employees shall provide receipts for items covered under this program. Effective January 1, 2010, the Flex Care benefits amounts shall be increased to One Thousand Four Hundred (\$1,400.00) Dollars for employee only and Two Thousand Three Hundred (\$2,300.00) Dollars for employee plus dependents.

I. All employees, except those who elect to cash out under Article 9.G., shall be required to contribute to the cost of health benefits. The contribution shall be based upon the following:

Up to \$30,000.00	None
\$30,000.00 but less than \$50,000.00	½%
\$50,000.00 but less than \$70,000.00	1%
\$70,000.00 or more	1½%

These percentages shall be for all wages earned including stipends (but excluding longevity, overtime, clothing allowances and expense reimbursements) and are not marginal rates. For example, if an employee is scheduled to earn Forty Nine Thousand (\$49,000.00) Dollars for the year he/she will contribute Two Hundred Forty-Five (\$245.00) Dollars (½% x \$49,000.00), but if the total earnings are Fifty One Thousand (\$51,000.00) Dollars, the total contribution will be Five Hundred Ten (\$510.00) Dollars (1% x \$51,000.00). The required contributions shall be phased in over a four (4) year period beginning January 1, 2009 in equal twenty-five (25%) percent increments. It is also acknowledged that all employees covered by this Agreement shall be required to make a contribution toward the cost of health benefits pursuant to this Paragraph I and, based upon the effective date of this Agreement being prior to May 21, 2010, the contribution set forth in this Paragraph I shall supersede any contributions required under P.L. 2010, Ch. 2, such that the employees who make contributions toward health benefits under this Paragraph I shall not be required to make a contribution pursuant to P.L. 2010, Ch. 2.

## **ARTICLE 10**

### **SICK LEAVE, DISABILITY LEAVE & BEREAVEMENT LEAVE**

#### **A. Service Credit for Sick Leave.**

1. All permanent employees, full time temporary or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.

3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in

order to attend to his responsibilities towards his family. Immediate family, for purposes of this Article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law. Reasonable verification of the event may be required by the City.

4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.

5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.

6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off. To qualify for and partially compensate the City for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately seventy (70%) of salary) over to the City. Time off taken in connection with injuries or sickness that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of eight hours (one working day) per month during the remainder of the first calendar year of employment after initial appointment and 120 hours (fifteen working days) in every calendar year thereafter. Sick leave will be prorated and credited for the months of actual service during the last year of employment.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.

4. Sick leave shall be taken in no less than four (4) hour increments. Eight (8) hours shall be deducted from an employee's sick leave balance for each one day of sick leave utilized.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time. In such event, the employee shall notify the Department Head at least one half (1/2) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave.

1. An employee absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the chief executive of the City or a designated representative, the use of sick leave appears to be excessive or must be substantiated.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which cases only one (1) certificate shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

4. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees.

E. Bereavement Leave.

All employees covered by this Agreement shall be allowed up to a maximum of twenty-four (24) hours (3 days) leave without loss of pay and not to be deducted from any leave balance, in the event of death of husband, wife, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law,, grandmother, grandfather, grandchildren, and shall be allowed one day to attend the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, and nephew and without loss of pay. Any employee may request leave on the occasion of death of close personal friends not listed above for prior approval of the employee's department head and chief executive of the City or a designated representative, who shall not unreasonably deny appropriate leave.

F. Buy Back of Sick Leave Upon Retirement.

All employees covered by this Agreement shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service-50%:(i.e. one (1) day for every two accumulated days.)

2. Under twenty-five (25) years of service-25%:(i.e. one (1) day for every four (4) accumulated days upon retirement.)

3. Under no circumstances shall the total exceed \$15,000.00.

G. Sick leave balances will be provided to employees regularly with their paychecks. It shall be each employee's responsibility to report any discrepancies in the number of hours shown.

H. The City may, by mutual consent with any employee covered by the terms of this Agreement, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the City to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

I. Sick, vacation and personal leave entitlement for the entire year shall be credited to each employee at the beginning of each calendar year. In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the City shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the City for the value of the used, but unearned, leave.

## ARTICLE 11 SALARIES & COMPENSATION

A. For employees hired before January 1, 2001, their anniversary date for the purpose of salary shall be January 1st for hirees through July 1<sup>st</sup>, and those hired after July 1st, their anniversary date shall be January 1st of the following year. Employees hired after December 31, 2000, and before January 1, 2005, shall have their first salary increase, effective January 1 of the year following their hire, pro-rated based upon the percentage of the previous year worked. The pro-rated percentage will be calculated by determining the number of full months worked through December 31, and dividing it by 12, giving the pro-rated number. The contractual increase percentage will then be multiplied by this pro-rated number to determine the employee's percentage of increase for their first year. Full contractual percentage increases will be provided each year thereafter. Employees hired after January 1, 2005, will receive full contractual increases on their anniversary date of hire.

B. Date of Hire and Anniversary Date. All employees hired before January 1, 2009, shall be entitled to full contractual raises as listed in Article 11.D. Employees hired during this Agreement shall receive contractual raises as follows:

1. if the date of hire is between January 1<sup>st</sup> and June 30<sup>th</sup>, the employee will receive a full contractual raise effective on the next January 1<sup>st</sup> following the initial date of hire;

2. if the date of hire is between July 1<sup>st</sup> and December 31<sup>st</sup>, the employee will receive a contractual raise effective on the next July 1<sup>st</sup> following the initial year of hire;

3. all subsequent raises will be in accordance with Article 11.D.

C. Out of Title Pay. Any employee who works out of title in a higher paying title shall be compensated based on the difference between the starting salary of the from - to title, attached hereto as Appendix B or the contractual increase in effect for the working period year, whichever is greater, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.

D. Contractual Raises.

1. Retroactive to January 1, 2009 and payable after this Agreement is approved by a resolution of the City Council and ratified by the Union, and executed by both parties, the employees shall receive an increase of four (4%) over the base wages as of December 31, 2008.

2. Effective January 1, 2010, the base wages shall be increased by three and one-half (3.5%) percent over the base wages as of December 31, 2009.

3. Effective January 1, 2011, the base wages shall be increased by two and nine-tenths (2.9%) percent over the base wages as of December 31, 2010.

4. Effective January 1, 2012, the base wages shall be increased by two and nine-tenths (2.9%) percent over the base wages as of December 31, 2011.

E. Minimum starting (hiring) salaries shall be as determined by the Range Guide shown in Appendix B.

F. Promotional increases will be calculated based on the difference between the starting salary of the from - to levels, or the contractual increase in effect for the promotion year, whichever is greater. Temporary or Seasonal employees who are compensated at an hourly wage rate shall be paid no more than the pro-rated rate of permanent full-time employees in the same job title.

## **ARTICLE 12 LONGEVITY**

A. For employees hired prior to January 1, 2010, in addition to salary, employees shall receive longevity pay to be computed at two (2%) percent of the employee's base salary for every five (5) years of completed service, to the maximum of ten (10%) percent. Anniversary date for this purpose shall be January 1st for hirees through July 1st and for those hired after July 1st, anniversary date shall be January 1st of the following year.

B. For employees hired on or after January 1, 2010, in addition to salary, employees shall receive longevity pay based on the following schedule:



Years of Service	Percentage
1-5	0%
6-10	1.5%
11-15	3%
16-20	4%
21-25	5%
Over 25	6%

### **ARTICLE 13 SHIFT DIFFERENTIAL**

When an employee is required to work a schedule or a special shift other than the normal working week as set forth in Article 6, a shift differential equal to five percent (5%) over the employee's base salary shall be paid by the City. This provision specifically does not apply to hours worked pursuant to a voluntary or seasonal schedule.

### **ARTICLE 14 FAMILY LEAVE**

Leave without pay to provide care as the result of the birth or adoption of a child or a serious health condition of a family member shall be available to eligible employees pursuant to applicable provisions of the New Jersey Family Leave Act (N.J.S.A.34:b-1, et.seq.).

### **ARTICLE 15 BULLETIN BOARD**

A. One bulletin board shall be made available by the City at City Hall and a second bulletin board shall be provided at the Library for the purpose of posting Union announcements and other information of a non-controversial nature. The chief executive of the City or a designated representative may have removed from the bulletin board any material which does not conform with the intent and provision of this Article.

B. The City agrees to post notices of all job openings on officially designated bulletin boards at least ten (10) working days prior to the date for filling of said openings.

### **ARTICLE 16 WORK RULES**

The City will adopt or post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve within ten days after the same are posted or disseminated and/or a copy sent to the Union. Work rules are to be dated and signed by the issuing authority.

## **ARTICLE 17 NO STRIKE PLEDGE**

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Section 3.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## **ARTICLE 18 NON DISCRIMINATION**

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex, national origin or handicap.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

## **ARTICLE 19 WORKING CONDITIONS**

A. City shall provide a drinking water fountain for employees on each floor of City Hall.

B. City shall provide proper chairs for all personnel. Employees may make requests for improved seating at any time and City shall make a good faith effort to comply with all reasonable requests, subject to annual budgetary appropriations.

C. It shall be the responsibility of each employee to report any defective or inoperative facilities or equipment to the supervisor and chief executive of the City or a designated representative.

D. The City agrees to meet at least quarterly with representatives of the Union to discuss matters of mutual concern. Meetings will be scheduled by the chief executive of the City or a designated representative.

## ARTICLE 20 FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been subject of negotiations.

B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this Agreement, the parties may, by mutual consent set forth in writing, discuss and revise the Range and Step Guide, attached hereto as Appendix B. Any such revision that may be proposed shall have no effect unless it is ratified by both parties in the same manner by which this Agreement has been ratified. The intent and purpose of this paragraph is to give the parties opportunity to review and revise salary ranges and steps to keep them competitive and current.

## ARTICLE 21 STIPENDS

The terms and conditions of that certain Stipend Agreement dated March 18, 2008, attached hereto as Appendix C, are hereby incorporated herein by this reference.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this 18<sup>th</sup> day of May, 2010.

LOCAL 2327  
UNITED AUTO WORKERS  
AFL-CIO

CITY OF CAPE MAY  
CAPE MAY COUNTY, NEW JERSEY

BY: James Smith 5-17-10  
James Woff 5-17-10

BY: Edward J. Mahaney Jr. 5/18/2010  
Edward J. Mahaney Jr., Mayor

ATTEST: Maggi Carter  
Stacey Halbrener

ATTEST: Diane L. Weldon  
Diane L. Weldon, Clerk

DATE: 05-17-2010

DATE: 5-18-2010

# APPENDIX "A"

## 2009-2012 FLEX CARE MEDICAL OPTIONS

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS	\$1,300.00 <sup>2</sup>	\$2,100.00 <sup>3</sup>
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE (\$100 @)	\$	\$
20% CO-PAY RESERVE (\$400 @)	\$	\$
OTHER ITEMS APPROVED BY CITY	\$	\$
CONTRIBUTION TO HEALTH CARE	\$	\$
STATE HEALTH BENEFIT OPTION	\$	\$

.....

Employees are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Employees will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Employees who elect to "cash out" are not entitled to Flex Care benefits.

AUTHORIZATION: \_\_\_\_\_ DATE: \_\_\_\_\_  
 I understand and authorize my Flex Care Medical Options selected above.

<sup>2</sup> Increased to \$1,400.00 effective January 1, 2010.

<sup>3</sup> Increased to \$2,300.00 effective January 1, 2010.

## APPENDIX "B"

### Starting Salary Range Guide (For Employees Hired Prior on or after January 1, 2009)

<b>Titles by Range:</b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
<b>Range 1</b> Clerk	21,216	21,640	21,965	22,294
<b>Range 2</b> Account Clerk Assessing Clerk Clerk/Typist	23,200	23,664	24,019	24,379
<b>Range 3</b> Clerk Stenographer Police Records Clerk-Typing Tax Clerk Violations Clerk	24,864	25,361	25,742	26,128
<b>Range 4</b> Deputy Municipal Court Admin. Public Information Assistant Sr. Account Clerk Sr. Clerk Sr. Bookkeeping Machine Op Sr. Police Records Clerk Senior Tax Clerk Assistant Animal Control Officer Code Enforcement Officer Trainee Recreation Leader	25,189	25,693	26,078	26,469
<b>Range 5</b> Prin. Bookkeeping Mach. Op Principal Clerk Typist Principal Clerk Typist-Steno Principal Tax Clerk Principal Account Clerk Secretarial Assistant Administrative Clerk Recreation Prog. Coordinator Animal Control Officer Code Enforcement Officer Technical Assistant to Construction Official Principal Clerk	26,515	27,045	27,451	27,864

<b>Range 6</b>	<b>29,529</b>	<b>30,120</b>	<b>30,571</b>	<b>31,030</b>
Supervising Animal Control Officer				
Senior Code Enforcement Officer				
Principal Payroll Clerk/Pers.				
<b>Range 7</b>	<b>33,144</b>	<b>33,807</b>	<b>34,314</b>	<b>34,829</b>
Building Inspector				

**APPENDIX "C"**  
**Stipend Agreement**

## AGREEMENT

THIS AGREEMENT ("Agreement") is hereby entered into this 18<sup>TH</sup> day of MARCH, 2008, by and between the CITY OF CAPE MAY, a municipal corporation of New Jersey (hereinafter referred to as "City" or the "Employer"), and the UNITED AUTO WORKERS AFL-CIO Local 2327 (hereinafter referred to as "UAW" or the "Union") the City and the UAW may hereinafter be collectively referred to as the "Parties".

## WITNESSETH:

WHEREAS, the UAW is the representative of certain collective bargaining units whose members are employees of the City; and

WHEREAS, the City and the UAW are parties to the following collective bargaining agreements defining the terms and conditions of employment: City of Cape May Upper Management/Professional Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and White Collar Clerical and Communications Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and Public Works and Water and Sewer Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and Middle Managers/Professional Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and the Lieutenant Lifeguards Association, dated January 1, 2003 through December 31, 2006; City of Cape May, New Jersey and the Lifeguards Association dated January 1, 2003 through December 31, 2006, together with amended and superseded by successor agreements (collectively referred to as the "Collective Bargaining Agreements"); and

WHEREAS, the City desires to remunerate certain employees by payment of Stipends more fully defined below, who are members of the UAW and subject to the terms and conditions of the Collective Bargaining Agreements for work performed in addition to their regular job responsibilities as those responsibilities are defined by their respective Collective Bargaining Agreements and applicable New Jersey Department of Personnel job descriptions; and

WHEREAS, a dispute has arisen concerning the unilateral implementation of stipends above the wage rates set forth in the various Collective Bargaining Agreements; and

WHEREAS, the City and the UAW desire to permit such Stipends and to fully settle and resolve the dispute in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing paragraphs, the parties hereto, intending to be legally bound, hereby agree as follows:



1. Recital Paragraphs. The above recital paragraphs are incorporated herein as if set forth at length.

2. Existing Collective Bargaining Agreements. All terms and conditions set forth in the Collective Bargaining Agreements shall continue in full force and effect and unmodified hereby. To the extent that there are any inconsistencies between the terms of this Agreement and the terms of the Collective Bargaining Agreements, the terms of this Agreement shall apply, unless modified pursuant to Paragraph 7 below.

3. Stipend. Stipends, in the form of compensation which, for the purposes of distribution to the employee, shall be included in the employee's salary, and subject to payroll and pension deductions, where applicable, may be paid to such employees who are subject to the Collective Bargaining Agreements, for the performance of certain duties and responsibilities in addition to those for which they are compensated in accordance with the relevant provisions of their respective Collective Bargaining Agreement as follows:

(a). For the performance of duties or responsibilities, which may be the same or similar duties or responsibilities performed by the employee for the City, resulting from or in connection with a duly enacted Interlocal Service Agreement in accordance with the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., which authorizes agreements between municipalities for the provision of services by one municipality for another; and

(b). For the performance of duties and responsibilities unrelated to, or in addition to those duties and responsibilities required by the employee's respective Collective Bargaining Agreement and applicable New Jersey Department of Personnel job description, or those duties and responsibilities that are in addition to or unrelated to the employee's regularly performed duties and responsibilities, as defined by the City.

(c). All stipends currently in effect prior to the effective date of this Agreement shall be deemed agreed to by the parties and shall not be altered except as provided for herein.

(d). If the additional duties or responsibilities pertaining to a Stipend cease and the employee in question is no longer required to perform such additional duties or responsibilities, the City may cease payment of the Stipend.

(e). If the additional duties or responsibilities pertaining to a Stipend become the responsibility of another employee, that other employee will receive the Stipend for such additional work, and the original employee shall no longer receive the Stipend once he or she no longer performs the work associated with the Stipend. The City may only reassign Stipends with thirty (30) days advance notice to the Union, and may not use such reassignment to retaliate against any employee.

(f). If the City requires the work of additional duties or responsibilities to be performed, the City shall notify the Union of its desire to impose such additional duties or responsibilities on employees and the amount of the Stipend it proposes to pay in exchange for

such additional work. Upon receipt of such notice the Union may demand bargaining over the value of the additional work and the amount of the Stipend. Upon receipt of such a bargaining demand the City agrees that it will meet and bargain in good faith with the Union.

4. Intent. The UAW and the City acknowledge and agree that the intent of this Agreement is to permit the City to compensate certain employees in accordance with the terms and conditions set forth herein for the performance of those additional duties and responsibilities in connection with the payment of a Stipend as set forth above in Paragraph 3, notwithstanding the terms and conditions of the Collective Bargaining Agreements that pertain to compensation. The UAW further acknowledges and agrees that any Stipend paid to an employee shall not be construed as part of the salary of the employee for the purposes of negotiating salary increases for that employee or any other employee, group of employees or bargaining unit, provided the City complies with the terms of this Agreement. The City acknowledges that it is not the UAW's intention to relinquish its right as the bargaining representative for the purpose of compensation for the performance of additional duties and responsibilities.

5. Unfair Practice Charges. The UAW agrees to withdraw and dismiss, with prejudice, the Unfair Practice Charge and Amended Unfair Practice Charge filed with the New Jersey Public Employees Relations Commission pertaining to the subject matter hereof, under Docket Number CO-2007-180. The UAW further agrees not to file any future unfair practice charges or grievances pertaining to the subject matter hereof, provided that the City complies with the terms of this Agreement.

6. Effect of Invalidity. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and any said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

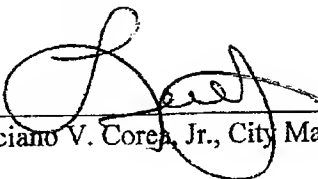
7. No Modifications. This Agreement may not be modified except upon express written consent of both parties wherein specific reference is made to this Agreement. Absent any modification, this Agreement shall be incorporated into and made a part of all Collective Bargaining Agreements between the Parties and the successor agreements thereto and shall be attached to each such agreement when they are printed.

8. Counterparts / Facsimile. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile, which shall constitute an original of this Agreement.

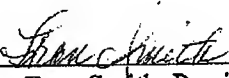
9. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. Any disagreement concerning the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure set forth in the applicable collective bargaining agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CAPE MAY

BY:   
Luciano V. Corea, Jr., City Manager

UNITED AUTO WORKERS AFL-CIO  
Local 2327

BY:   
Fran Smith, President